



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Wilson Central School District and Wilson Central School District Employee Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 872 (2007)**

Employer Name: **Wilson Central School District**

Union: **Wilson Central School District Employee Unit, CSEA, AFSCME, AFL-CIO**

Local: **872, 1000**

Effective Date: **07/01/2007**

Expiration Date: **06/30/2011**

PERB ID Number: **6541**

Unit Size:

Number of Pages: **28**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

## **THE AGREEMENT**

This Agreement is between the Wilson Central School District, hereinafter referred to as the "Employer" and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as "CSEA", and is the certified union by the Wilson Central School District Employee Unit, Local 872.

### **ARTICLE 1** **RECOGNITION**

#### **Section 1**

Pursuant to the New York State Public Employees Fair Employment Act, the District recognizes the Union as the sole and exclusive Bargaining Agent for all employees within the Bargaining Unit for the purpose of Collective Bargaining and the administration of grievances arising thereunder. This recognition shall continue in effect as provided by law.

This recognition constitutes an agreement between the District and the Union to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Union recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Wilson Central School System, and that the Board must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Board of Regents and/or the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

#### **Section 2    Agency Fee (See Appendix 5)**

#### **Section 3**

The Union affirms that it will not cause, condone or participate in a work stoppage as defined in Section 210, Article 14 of the Civil Service Law.

#### **Section 4**

The Union shall have the right to use the bulletin boards in areas designated by the Superintendent for the posting of materials which are not derogatory or controversial.

#### **Section 5**

The Union shall have the right to use the school buildings for meetings. Application must be made to the Superintendent of Schools, and his approval must be secured prior to said meetings.

## **ARTICLE II**

### **BARGAINING UNIT**

The negotiating unit for which the CSEA is recognized as the negotiations/grievances representative includes the following regularly scheduled positions: teacher aide, courier, cleaner, head cleaner, duplicating machine operator, laborer, telephone operator, typists, typists (PT), custodian, grounds person, clerk, clerk (PT), general repair person, account clerk and stenographers (assigned to building, elementary & middle school principals & guidance), stenographer (assigned to H.S. Principal), senior typist, account clerk-typist (assigned to bookkeeping, payroll & purchasing), head custodian, middle/high school head custodian and microcomputer coordinator. The following positions are expressly excluded from the negotiating unit: Director of Facilities and Operations, secretary to Superintendent of Schools, account clerk-typist to payroll, account clerk-typist/treasurer, all substitute employees and all other employees of the District.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement subject to the express terms of this Agreement, together with whatever rights may be granted to the District by later developments of law, and the obligation of the District to negotiate regarding mandatory subjects of negotiation under the "Taylor Law", including changes in existing terms and conditions of employment, the sole and exclusive rights of the District include but are not limited to its rights to establish, continue, change or abolish any or all of the District's policies, practices, rules, regulations and procedures; to determine the number, location, hours and types of its operations; to establish and discontinue programs or operations; to determine the number, classifications and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in the District's operations; to judge the efficiency and competency of employees; to establish and maintain a job evaluation program; to establish and change work schedules and work assignments; to select, hire, direct, transfer and promote employees; to layoff, terminate and otherwise relieve employees from duty for lack of work or other reasons; to establish, change and enforce rules for the conduct of employees; to discipline and discharge employees; and to take such other measures as may be determined by the District to be desirable for the successful operation of its schools and programs.

#### **ARTICLE IV**

#### **DEFINITIONS**

As used in this Agreement, the following terms shall have the respective meaning set forth below:

1. "District" means the Wilson Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, supervisors) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
2. "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
3. "Superintendent of Schools" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools and his or her designee.
4. "CSEA" means the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, Wilson Central School District Employee Unit, Local 872.
5. "Party" means the District or the CSEA. "Parties" means the District and the CSEA.
6. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
7. "Amendment" means a change in the provisions of this Agreement made during its terms by mutual consent of the parties.
8. "Fiscal Year" means the period which begins at 12:01 a.m. on July 1<sup>st</sup> of each year and ends at midnight on the next following June 30<sup>th</sup>.
9. "Execution Date" means the date the tentative settlement between the parties resulting in this Agreement is approved by the Board, which date will be identified as such under the heading "SUBSCRIPTION" of this Agreement.
10. "Unit" or "Negotiating Unit" each mean the employer-employee negotiating unit set forth in Article II of this Agreement.
11. "Notice" when used with reference to the District, means giving notice in writing to the Superintendent by delivering it to the Superintendent in person (in which case the Superintendent shall sign a receipt therefore) or by sending it to the Superintendent by registered or certified mail or telegram addressed to the Superintendent at Wilson Central School District, 412 Lake Street, P.O. Box 648, Wilson, New York 14172-0648. When "notice" is used with reference

to the CSEA, it means giving notice in writing to the CSEA's Unit President by delivering it to the CSEA's Unit President in person (in which case the Unit President shall sign a receipt therefore) or by sending it to the current CSEA Labor Relations Specialist assigned to the Unit at the office address shown for him or her in the District's records and the President by registered or certified mail or telegram addressed to the Unit President at the Unit President's home address as shown on the books of the District.

## **ARTICLE V**

### **INTERPRETATION AND LEGAL AFFECT**

Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:

1. A word of one gender applies to both genders.
2. A word of singular number applies also in the plural.
3. Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
4. Language in this Agreement is to be construed as strictly against one party as against the other. Which party suggested the language is immaterial.
5. Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.
6. This Agreement shall be interpreted according to the laws of the State of New York and applicable laws of the United States.

## **ARTICLE VI**

### **NEGOTIATION PROCEDURE**

1. Negotiations for a successor to this Agreement shall begin by one party giving the other party notice that it desire to open negotiations for a successor to this Agreement. The notice shall be accompanied by a list of the notifying party's negotiations team members. Such notice shall be given no earlier than March 1st of the final fiscal year of this Agreement, and shall be given no later than May 1st of that fiscal year. The first negotiations meeting shall take place on a mutually agreeable date not later than the thirtieth calendar day after the date on which the notice is given. Ten copies of each party's proposals shall be

presented at that first meeting. The time limits set forth in this paragraph 1 may be extended by written mutual agreement of the parties.

2. When a particular change has been tentatively agreed on by both negotiating teams, it shall be reduced to writing, dated and initialed by the chief spokespersons of the teams. However, all such agreements shall remain tentative until all proposals of both parties have been disposed of and all agreements have been ratified by the membership of the CSEA and by the Superintendent and approved by the Board of the District.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **Section 1**

This procedure's purpose is to secure, at the lowest possible administrative level, equitable solutions to grievances of employees through procedures under which they may present grievances free from coercion, interferences, restraint, discrimination or reprisal, and by which the District and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

#### **Section 2**

- A. Throughout all stages the employee must be allowed to have a representative. This may be either an attorney or a person selected by the employee. The Union shall be a party in interest at all stages.
- B. Discipline, discharge and an act of the District which violates an express provision of this Agreement may be grieved.
- C. Any employee, or group of employees who are all affected by the same action of the District, may submit a grievance. Such an employee or employee group is referred to as "grievant" in this grievance procedure. A grievant is entitled to be represented by, but not replaced by, a representative designated by the CSEA. To properly submit a grievance, the grievant must answer fully all the questions on the grievance form developed by the parties.
- D. The "work days" referred to in this procedure's time limits mean the work days of whoever is to take the required action. Notwithstanding the foregoing, the computation of "work days" shall always exclude days on which school is closed. If all or a portion of a time limit falls between the last day of one school year and the first day of the next school year and the grievant is a ten-month employee, the appropriate

representatives of the parties shall meet and decide on the time limits for processing the grievance. It is essential that the time limits set forth in this Article VII be strictly adhered to by the parties, employees and supervisor/administrators. However, the parties may jointly consent to extend any such time limit by a written memorandum dated and signed by representatives of each party involved at the particular step for which the time limit is waived.

- E. If a grievance answer is not given on or before the last day of a time limit set forth in this Article VII, the grievance may be appealed to the next Stage as though it was answered on such last day. If a grievance is not appealed on or before the last day of a time limit set forth in this Article VII, the grievance shall be deemed to have been settled by the answer not timely appealed from.
- F. An employee shall perform all duties as instructed even though the employee is aggrieved.
- G. Time spent in any capacity in the presentation or investigation of a grievance by a duly appointed Unit representative shall not be charged against salary or leave time. The Union will get permission from the Superintendent or his/her designee.
- H. The purpose of the grievance procedure set forth in this Article VII is to provide an exclusive method for resolving differences over matters that may be grieved. Therefore, before submitting a grievance, an employee should decide between submitting a grievance and commencing a proceeding before a judicial or administrative body concerning such a matter because:

(1) submitting a grievance bars the employee and the CSEA from then or later commencing a proceeding before a judicial or administrative body involving the same act of the District which is the subject of a grievance; and

(2) commencing a proceeding before a judicial or administrative body bars the employee and the CSEA from then or later submitting a grievance involving the same act of the District which is the subject of the proceeding.

#### **Stage 1: Immediate Supervisor**

An employee having a grievance will discuss it in good faith with his immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally.

If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. Within ten (10) work days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the employee, his representative and the Association.

**Stage 2: Chief Executive Officer**

(a) If the employee initiating the grievance and/or the Union are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 may be filed with the Chief Executive Officer within ten (10) work days after receipt of the decision.

(b) Within ten (10) work days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the employee, his representative and all other parties in interest.

(c) The Chief Executive Officer shall render a decision in writing to the employee, his representative and the Union within fifteen (15) work days after the conclusion of the hearing.

**Stage 3: Board of Education**

(a) If the employee and/or the Union are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board within fifteen (15) work days after receiving the decision at Stage 2.

(b) Within fifteen (15) work days after receipt of an appeal, the Board shall hold a hearing on the grievance.

(c) Within fifteen (15) work days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the aggrieved party and all parties in interest.

(d) If grievances dealing with discharge cannot be resolved following Stage 3 of the Grievance Procedure, CSEA may elect to proceed to arbitration by sending a Notice of Intent to Arbitrate within twenty (20) days after receipt of Stage 3 response.

**Stage 4: Mediation**

(a) If the employee and/or the Union are not satisfied with the decision at Stage 3, the matter may be submitted to a mediator selected from a list of three submitted by the Buffalo Office of PERB. On request by authorized representatives of the CSEA, which shall be reduced to writing if the District so requests, the District shall make available to the CSEA records and other



information which are considered public information and which are relevant to the handling of grievances. The CSEA also shall make such records and information available to the District.

The mediator's decision cannot be binding or be admissible in any arbitration proceeding. Moreover, any person appointed to mediate a grievance hereunder cannot serve as an arbitrator concerning that grievance.

#### **Stage 5:     Arbitration**

(a)     **Arbitration Selection.** If a grievance cannot be resolved following Stage 4 of this Grievance Procedure, and if both the aggrieved employee and the CSEA are dissatisfied with the Board's decision at Stage 3, then, not later than the twentieth (20<sup>th</sup>) working day after the date of the mediator's determination or opinion, the CSEA shall send a letter to the American Arbitration Association ("AAA") (with a copy to the Superintendent), which letter will specifically identify the grievance to be arbitrated and will request the AAA to send to the CSEA and the Superintendent a list of twenty (20) names of arbitrators. Not later than the tenth (10<sup>th</sup>) working day after each party receives its copy of the list, it shall return to the AAA its copy with the names of those arbitrators unacceptable to it crossed off and the remaining names, if any, numbered in order of the parties' preference. The AAA shall then appoint the arbitrator most preferred by the parties, but if the lists do not reveal any mutual choice of the parties, then the AAA shall send a second list of twenty (20) names of arbitrators to each party and the same procedure will be followed with respect to the second list. If the second list does not reveal any mutual choice of the parties, then the AAA shall appoint another person to serve as arbitrator. The arbitration shall then proceed in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that such Rules do not conflict with any provision of this Agreement.

(b)     **Arbitrator Authority.** The arbitrator shall determine whether this Agreement has been violated as alleged in the grievance by interpreting and applying this Agreement, and his/her decision shall be final and binding on the District, the CSEA and any employee involved, but he/she shall not add to, subtract from, or otherwise modify any provision of this Agreement, nor shall he/she require the commission of any act which violates any law or any rule or regulation which has the force and effect of law.

(c)     **Arbitrator Fees and Expenses.** The fees and expenses of the arbitrator shall be shared equally by the District and the CSEA, but all other expenses incident to the arbitration shall be borne by the party which incurred them.

## **ARTICLE VIII**

### **EMPLOYEE DISCIPLINE**

The District will not dismiss, suspend without pay, formally reprimand in writing or fine an employee who has satisfactorily completed his or her probationary period without just cause. In the event the District takes one or more of these actions against such an employee, then the employee and the Association, as applicable, may utilize the grievance and arbitration procedure set forth in Sections 1 and 2 of Article VII of this Agreement. This provision constitutes an express waiver by the Association and each employee of any and all rights and protections which may otherwise be available pursuant to Sections 75 and 76 of the New York State Civil Service Law, as amended, or any successors thereto, and constitutes a binding election of remedies.

## **ARTICLE IX**

### **DEDUCTIONS AND PAY PERIODS**

#### **Section 1**

Employees shall be paid on a bi-weekly basis. The pay day schedule will be provided to the CSEA President for distribution to members of the Unit in July of each year.

#### **Section 2**

The District hereby authorizes payroll deduction availability for the following purposes:

**2.1 Credit Union** as per present Agreement with the Ontario Shores Federal Credit Union.

**2.2 Eastern Niagara United Appeal** as follows:

(a) After the presentation of a signed payroll authorization card, deductions all start on the seventh scheduled payroll of the school year and shall run for twenty (20) consecutive pay periods.

(b) A minimum deduction of \$1.00 per payroll shall be required to take advantage of payroll deduction for this purpose.

**2.3 Dues Deduction** (check off) as follows:

(a) Annual membership dues for members of The Wilson School Unit of Civil Employees' Association will be deducted from the salaries of Association members who file a signed "Payroll Deduction Authority" form.

(b) Said deductions, which are to be taken in twenty (20) bi-weekly installments beginning with the seventh payroll of the school year, shall be transmitted at the end of each 20 bi-weekly payroll periods along with the report forms supplied by the Civil Service Employees Association to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

(c) The Association shall certify to the Superintendent in writing any change in the rate of dues at least thirty (30) days prior to the effective date of such change; and in addition agrees that the District shall be safe and held harmless from the deductions and authorizations contained in this Article.

## **2.4 CSEA Insurance Programs**

The District agrees to deduct, upon proper authorization, for CSEA-sponsored insurance programs.

## **ARTICLE X** **HEALTH INSURANCE**

### **Section 1**

**1.1** The Board shall offer individual, two-person and family coverage under a "Point of Service" (POS) Plan currently in effect at no cost to the employee. The POS shall include prescription coverage (\$5.00 in network/\$10.00 out of network), no annual deductible (if in network), dependents to age 23, and well baby care.

All CSEA members who elect to move from the said Traditional coverage to said POS plan will receive a one-time payment of \$200 for a single plan and a \$250 for a two-person or family plan in the form of a contribution in an IRS Section 105(h) plan account on their behalf.

Any member, including new hires that are currently enrolled in the ONSHP Traditional plan and wishes to continue in that plan or any member who wishes to switch from the POS to the ONSHP (Traditional) plan will be required to pay the difference in the premium cost between the POS plan and ONSHP plan.

All CSEA employees must work a minimum of fifteen (15) hours or more per week to be entitled to receive health insurance coverage through the ONSHP or POS plans as described. CSEA employees working less than fifteen (15) hours per week will pay 100% of the annual premium cost.

**1.2** Employees who elect to opt out of the District's health insurance will receive an annual payment in two equal shares. The first payment will be made

in the first payroll period after December 31<sup>st</sup> and the second payment will be made in the last payroll period of the year based on the following:

If 8 or more, but less than 15 employees opt out the payment will be \$2000 for those with two-person or family coverage and \$1500 for those with single coverage.

If 15 or more employees opt out the payment will be \$3000 for those with two-person or family coverage and \$2000 for those with single coverage.

The foregoing payments will be prorated for less than full-time employees.

**1.3** The group plan is offered to employees under the following conditions:

(a) Plans such as ours must conform to the New York State Insurance rules and regulations. A newly hired employee may apply within thirty (30) days of his/her hiring date, and if the application is submitted to the carrier on or before the fifteenth of any month, he/she will be accepted on the first of the month following. An employee who does not elect to participate in the Plan at the date of hire may enroll during the open enrollment period and rules established by the carrier.

(b) Employees' contributions for Individual, Two-Person, and Family Coverage shall be payroll deductible over the twenty (20) deduct periods beginning with the seventh payroll of the school year. During the duration of this Agreement, all increases in premiums shall be borne by the Board.

(c) The Board will make payment of insurance premiums for each employee subscriber to assure insurance coverage during the employee's period of employment. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, this health insurance fringe benefit shall continue throughout the current school fiscal year of this Agreement.

(d) It is understood that when the District employs both a husband and wife, that only one member of that family will be entitled to health insurance coverage.

(e) Benefits under this section shall terminate on the first of the month following a person's termination of employment.

**1.4** The District reserves the right to change the Health Plan Administrator providing benefits remain equivalent.

## **Section 2    Dental Insurance**

The District will contribute annually to CSEA for the EBF Sunrise Dental Plan and make an annual aggregate sum contribution of \$5100 for the entire unit toward the cost of this plan. The balance of the cost will be paid by the CSEA members who enroll in this Dental plan. Both full and part-time CSEA members shall be eligible to enroll for either family or single coverage as appropriate.

Should the enrollment in the EBF Sunrise Dental plan fall below the level of 50% member participation the following alternate plan will be adopted:

Dental coverage in a group enrollment plan will be offered. All CSEA employees must work a minimum of fifteen (15) hours per week to be entitled to receive dental insurance coverage through Sunrise EBF. The District will provide the same annual aggregate sum contribution of \$5100 for the entire unit toward the cost of any alternate plan.

## **Section 3    Reporting Injury**

If an employee is injured while on duty, the employee must promptly report the injury to his/her immediate supervisor at the earliest possible time that circumstances permit. The employee shall make every reasonable effort to report the injury not later than twenty-four (24) hours after the injury occurred.

The reporting requirement noted above is not applicable for occupational illness or disease that may have occurred over a long period of time.

## **ARTICLE XI**

### **RETIREMENT AND TERMINAL LEAVE PAY**

#### **Section 1    Retirement**

**1.1**    The Retirement Plan for employees hired after July 1, 1976, shall conform to the requirements of Chapter 414, Laws of 1983, Article 15, entitled "Coordinated Retirement Plan" which replaces the Article 14 "Coordinated-Escalator Retirement Plan."

**1.2**    Effective July 1, 1985, the District will offer its Tier I and Tier II employees (i.e. those enrolled prior to July 1, 1976) the benefits of the Non-Contributory Career Plan (Section 75-g). This plan was adopted concurrently with the Improved Non-Contributory Plan (Section 75-e) on June 13, 1984.

**1.3**    It is understood that eligibility for Retirement System Membership (and the concomitant Social Security Coverage) must follow the requirements as laid out in the "Social Security Accounting and Reporting Guide for Public Employers."

**1.4** For the final year of employment, an employee may elect to forego all vacation entitlement earned during that year, and to have the dollar equivalent of those unused vacation days added to the final average salary for that year. This election must be made in writing to the Superintendent prior to April 15th of the year preceding retirement. Payment for the above will be made on the last payroll preceding the retirement date.

**1.5** Effective April 1, 1983, employees are eligible for Section 41J of the Retirement Law.

## **Section 2 Terminal Pay**

**2.1** The District will pay to a retiring employee \$41.00 per day during the 2007-08 school year, \$42.00 for 2008-09, \$43.00 for 2009-2010 and \$44.00 for 2010-2011 for all sick leave accumulated over 75 days and up to 250 days at the time of retirement. Only 250 days are eligible for actual sick leave purposes (see Article XII, Section 1.1).

**2.2** The terminal leave pay will be paid only under the following conditions:

(a) The employee must notify the Superintendent in writing of the intent to retire by April 15th of the year prior to the school year of retirement.

(b) The employee must be qualified to retire under the New York State Retirement System.

(c) The employee must have served twenty (20) years or more in the Wilson School District.

(d) Failure by the employee to meet the notification requirement will result in the employee's automatically losing the right to terminal leave pay and is not subject to the grievance procedure.

## **Section 3 Health Insurance**

**3.1** An employee retiring hereunder may elect to be covered under the District's health insurance plan.

**3.2** Effective July 1, 2004, all retirees covered under the District's said plan will pay 100% of the premium cost therefore, plus 2% of said premium cost as an administrative fee.

## **ARTICLE XII**

### **ABSENCES**

#### **Section 1 Sick Leave**

**1.1** Ten-month employees are entitled to 13 days of sick leave per year at full salary and twelve-month employees are entitled to 16 days of sick leave per year at full salary. Said sick leave will become effective on July 1 of each school year and is accumulative to a total of 250 days for actual sick leave purposes only.

**1.2** Blank card forms requesting pay for sick leave, which will be calculated at one-hour intervals, are obtainable in each Building Principal's Office and in the Central Office, must be submitted by each employee. Requests for pay for four consecutive days or more of sick leave must also be verified with a doctor's statement. The request form and doctor's verification will be filed with the payroll records and the days of absence deducted from the employee's accumulated sick leave.

**1.3** New hires will not receive any sick leave benefits until they have been employed for three consecutive months. At that time, they will be given sick leave credit at the rate of 1.3 days for each month from the date of hire to July 1. Fractions rounded to nearest 1/2 day, if .3 and/or .8.

#### **Section 2 Death in the Immediate Family**

**2.1** Death in the immediate family shall be a separate leave and will be calculated at one-hour intervals. Full salary, for a period not to exceed four (4) days at any one time, will be paid to employees when absent due to a death in the employee's or the spouse's immediate family. The immediate family is to consist of parents, grandparents, grandchildren, children, spouse, brother, sister, surrogate parents, or residents living full time in the household.

**2.2** Blank card forms requesting pay for absence resulting from a death in the "immediate family," which are obtainable in each Building Principal's Office and in the Central Office, must be submitted by each employee. Request forms will be filed with the payroll records.

**2.3** If the employee feels additional days are necessary, personal business days may be used for this purpose in accordance with Section 5, Personal Business.

#### **Section 3 Funeral, Other Than in the Immediate Family**

**3.1** Full salary, not to exceed one full day per year which will be calculated at one-hour intervals, will be paid to employees when absent because of

attendance at a funeral for a person not in the immediate family as described in 2.1 above.

**3.2** Blank card forms requesting pay for absence resulting from attendance described above, which are obtainable in each Building Principal's Office and in the Central Office, must be submitted by each employee. Request forms will be filed with the payroll records and the day of absence deducted from the employee's accumulated sick leave.

#### **Section 4 Illness in the Immediate Family**

**4.1** Full salary, for a period not to exceed seven (7) days per year which will be calculated at one-hour intervals, will be paid to employees when absent due to illness in the "immediate family" as described in Section 2.1 above.

**4.2** Blank card forms requesting pay for absence resulting from illness in the "immediate family," which are obtainable in each Building Principal's Office and in the Central Office, must be submitted by each employee. Request forms will be filed with the payroll records and the days of absence deducted from the employee's accumulated sick leave.

#### **Section 5 Personal Business**

**5.1** Ten-month employees shall be entitled to two (2) personal business days per year, and twelve-month employees shall be entitled to three (3) personal business days per year which will be calculated at one-hour intervals. Personal business days shall be used for those business transactions of a personal nature that are impossible to transact outside the normal work day. Under no condition shall these days be used to extend vacations, to provide entertainment related activities, or to seek employment. Personal business leave taken pursuant to this paragraph is subject to the following conditions:

(a) Personal business days shall not be deducted from accumulated sick leave, and unused personal business days shall be added to the sick leave accumulation, but may not be accumulated from year to year as personal business days.

(b) The employee shall sign a statement certifying that the personal day is being taken to conduct urgent personal business which cannot be performed during non-working hours. There may be times when the reason for the personal day requested is of a highly personal or confidential nature. Under such exceptional circumstances the following statement may be substituted for the second personal day: "I prefer to give no reason." The use of this statement does not preclude the employee's responsibility to comply with all of the requirements of Section 5.



(c) Twenty-four (24)-hour notice shall be given for use of a personal business day.

(d) Abuse of this provision may result in loss of pay and prior permission being required from the Superintendent or his representative for that individual for the term of this Agreement as determined by the Superintendent. That individual may be required to submit to the Superintendent or his representative his reasons for requesting a personal business day at which time the Superintendent may accept or reject same.

5.2 Blank card forms requesting pay for absence because of personal business, which are obtainable in each Building Principal's Office and in the Central Office, must be submitted by each employee. Request forms will be filed with the payroll records, and the days of absence shall not be deducted from the employee's accumulated sick leave.

## **Section 6 Jury Duty**

Any employee who is summoned to serve on jury duty shall be granted necessary absence on order of the court with full salary. The pay for jury duty shall be refunded to the District; expense allowance to be retained by the employee.

## **Section 7 Absences, Five Days or Less**

An employee desiring a leave of five (5) days or less shall request such leave in writing from the Superintendent or his Representative. Requests may be granted by the Superintendent without salary. Each full day of absence shall be deducted at the daily rate of pay.

## **Section 8 Absence in Excess of Five Days**

Any employee desiring a leave in excess of five (5) days shall request such leave in writing to the Superintendent or his representative at least two weeks prior to the date requested. Such request, if approved, will be without salary. Each full day of absence shall be deducted at the daily rate of pay.

## **Section 9 Annual Report of Absence and Accumulated Sick Leave**

The Central Office of the District shall provide by October 1st, each year, an Annual Report of Absence and Accumulated Sick Leave as of July 1st each year to each employee stating the information shown as per the following form:

## Annual Report of Absence and Accumulated Sick Leave

	Sick Leave	Personal Business
Accumulated Balance, July 1, _____		
Used During _____ School Year		
Remainder		
Personal Business Days Added to Sick Leave		
Accumulated Balance, June 30, _____		
Entitlement ____ School Year *		
Accumulated Balance, July 1, _____		

\*First Day of Work for New Employees

### Section 10 Child-Bearing, Maternity, and Child-Rearing Leave

**10.1** Child-Bearing Leave shall mean an unpaid leave of absence granted to an employee at any time between the date an employee first notifies the District that said employee is pregnant and the date the employee is no longer physically able to work, as determined by her physician. No salaried benefits or fringe benefits may accrue or be used by the employee on such leave.

**10.2** Maternity Leave shall mean the period of time of the employee's pregnancy-related disability. Such leave will begin on the date the employee is no longer physically able to work as determined by her physician, and will end on the date that the employee's physician determines that said employee is physically able to return to work.

**10.3** Child-Rearing Leave shall mean an unpaid leave of absence granted to an employee following delivery and any pregnancy-related disability. Such leave will begin at the time the employee's physician determines that said employee is physically able to return to work. No salary benefits or fringe benefits may accrue or be used by an employee on such leave.

**10.4** An employee who is pregnant shall notify the Superintendent of Schools as soon as practicable after she becomes aware of her pregnancy. No later than the fourth (4th) month of pregnancy, the employee shall also submit a statement from a physician confirming the pregnancy and the expected date of delivery. The District may require a verification of the employee's ability to perform her duties from her physician at any time during the pregnancy.

**10.5** An employee desiring a Child-Bearing Leave must request the Board for permission, in writing, 30 days prior to the date that such leave is requested to

begin. Each request must have attached a physician's certificate determining the expected date that the employee is no longer physically able to work.

**10.6** An employee desiring a Child-Rearing Leave must request permission, in writing, from the Board of Education. The granted unpaid leave will commence at the time the employee's physician determines that said employee is physically able to return to work following delivery and other pregnancy-related disabilities. The employee will normally return from a Child-Rearing Leave at the termination of the leave. However, an employee's request for an earlier return, providing 30-day notice is given, will not be unreasonably denied.

**10.7** The period of time the employee is absent on maternity leave will be treated the same as the period of time an employee is absent for any other physical disability. A maternity leave shall begin when the employee has become physically incapable of performing her duties as determined by her physician.

**10.8** If an employee takes a Child-Bearing Leave, a Maternity Leave or a Child-Rearing Leave, or any combination of the above, the employee shall be entitled to return to the employee's former position or an equivalent position.

**10.9** Child-Rearing Leave shall be available to male employees.

**10.10** An employee who returns to work from a maternity leave will be reinstated in her former position or an equivalent position at not less than her former salary at the time the leave was granted.

**10.11** A total unpaid leave of absence shall not exceed one and one-half (1 1/2) years.

## **Section 11 General**

In extenuating circumstances the Board may grant additional benefits of Article X, Section 10, to employees without setting precedent.

## **Section 12 Work and Holiday Schedule -Custodial and Clerical Employees Only**

**12.1** All employees retained on a twelve (12) month basis shall receive the following Holidays off, with pay:

**4th of July  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving**

**Day Before New Year's Day  
New Year's Day  
Martin Luther King Day  
Patriots' Day  
Good Friday  
Easter Monday**

**Day Before Christmas  
Christmas Day**

**Memorial Day**

Holidays shall be observed as per the attached schedule.

**12.2** Ten-month Clerical employees shall receive those holidays that fall within their work year. Teacher Aides shall receive Columbus Day, Martin Luther King Day, Patriot's Day, Memorial Day, and Veteran's Day with pay.

**12.3** All employees shall receive full pay for absences due to abnormally severe weather or other emergency conditions as determined by the Superintendent.

Employees required by the District to report shall be compensated at time and one-half for all hours worked.

**12.4** Overtime - Employees who are asked to work in excess of their regularly scheduled hours shall be paid, or granted compensatory time at time and one-half at the employee's option. For purposes of this Section, overtime shall be considered time worked in excess of the following schedule:

- (a) **Custodial** - 40 hours per week
- (b) **Clerical** - 37.5 hours per week.
- (c) **Teacher Aides** - 32.5 hours per week, except aides assigned to the Middle/High School Library which shall be thirty-five (35) hours per week.
- (d) The above hours shall include summer hours.
- (e) A scheduled holiday will be considered as time actually worked, and all other absences shall not be considered time actually worked.
- (f) Employees called in to work on a scheduled holiday will receive double time for each hour worked.
- (g) Employees called into work will receive a minimum of one hour's pay.

## **12.5 Vacation Schedule**

- (a) All vacations must be earned. Vacation days are earned according to the following schedule:

		<b>12-Month Employee</b>
<b>1<sup>st</sup> Year of Employment</b>	<b>½ Day per Mo.</b>	<b>7 days</b>
<b>2<sup>nd</sup> Year of Employment</b>	<b>1 Day per Mo.</b>	<b>12 days</b>
<b>5<sup>th</sup> Year of Employment</b>	<b>1 Additional Day</b>	<b>13 days</b>

<b>10<sup>th</sup> Year of Employment</b>	<b>1 ½ Day per Mo.</b>	<b>18 days</b>
<b>15<sup>th</sup> Year of Employment</b>	<b>1 Additional Day</b>	<b>19 days</b>
<b>20<sup>th</sup> Year of Employment</b>	<b>1 Additional Day</b>	<b>20 days</b>
<b>25<sup>th</sup> Year of Employment</b>	<b>1 Additional Day</b>	<b>21 Days</b>

(b) Earned vacation time shall be at the mutual convenience of the Employee and the Employer pursuant to the established practice.

(c) Earned vacations are due the Employee in the following fiscal year and must be taken when due. Vacation time is not cumulative. Any exception must be approved by the Superintendent.

(d) No vacation will accumulate while an employee is absent on leave without pay, or under a disciplinary punishment involving loss of work time. Upon separation from District service for any reason, unused vacation credits shall be paid for at the current salary of the position.

### **Section 13**

Up to three days leave with pay shall be granted to the CSEA President or the President's designee to attend Union meetings.

## **ARTICLE XIII**

### **SALARY**

#### **Section 1**

The Job Classifications, Salary Schedule, and schedule hourly rates are affixed as Appendix I and 1a, Appendix 2 and 2a, Appendix 3 and 3a and Appendix 4 and 4a.

#### **Section 2**

Upon being promoted, an employee shall be placed on the first step of the salary schedule under the employee's new title which results in an increase for the employee of at least thirty-five cents (\$.35).

## **ARTICLE XIV**

### **SICK LEAVE BANK**

#### **Section 1**

The Board will establish a Sick Leave Bank commencing September, 1990, to be used only when an employee is incapacitated by long-term personal illness or injury, providing at least 15 full-time employees agree to participate in accordance with the following terms:

- (a) Membership in the Sick Leave Bank is voluntary.
- (b) An employee shall make his/her contribution by giving a signed, written authorization therefore to the Superintendent of Schools or designee.
- (c) The period of enrollment is between September 1 and February 1 of each school year. The employee shall have one opportunity to enroll in the Bank after one year of employment service in the District and may join in the second, third, or fourth year by donating three days of sick leave earned; two days during the first year the Bank is implemented and one day the following year.
- (d) The first 30 consecutive days of personal illness or disability will not be covered by the Bank, but must be covered by the employee's own accumulated sick leave or absence without pay.
- (e) An employee shall be limited to using the maximum of 30 days for ten-month employees and 45 days for twelve month employees during the duration of their employment with the District. In instances where a person seeks to use more than his or her above allotment of days, the Superintendent shall have the discretion to approve additional days from the Sick Leave Bank in conjunction with the approval of the Sick Leave Bank Committee.
- (f) A member of the Bank will not be able to utilize Sick Leave Bank benefits until all his/her own sick leave days are exhausted. The Bank cannot be used by a member on an unpaid leave of absence.
- (g) Members of the Bank will be assessed one additional day of sick leave at such time as the Bank is depleted to 30 days. Members who have no sick leave to contribute at the time of reassessment will be assessed this day by September 15 of the following year.
- (h) A member of the Sick Leave Bank may withdraw from the Bank during the first 15 days of any school year by placing his/her withdrawal request in writing to the Superintendent or designee.
- (i) Members utilizing sick leave days from the Bank will not be required to replace these days except as regular contributing members of the Bank.
- (j) Upon termination of employment, or withdrawal of membership from the Bank, a participating employee will not be permitted to withdraw his/her contributed days, and the employee loses all rights and benefits in the Bank.
- (k) A Committee composed of one Board representative and two CSEA members will be established to determine the eligibility of an employee to draw from the Sick Leave Bank. If an employee desires to use the Sick Leave Bank, he/she must submit a written request to the Committee giving reasons therefore. The Committee may request, from the employee, medical statements

and other reasonable evidence in support of the request. Decisions of the Committee, which are by majority rule, are final.

(l) Upon written authorization of the Committee to the Superintendent or designee, sick leave payments will be granted pursuant to this provision of the contract.

(m) The Superintendent or designee will notify the CSEA President, in writing, the first week of August as to the number of days currently in the Bank.

(n) Should the CSEA Unit, Local 872, by majority vote of its members, decide to discontinue the Sick Leave Bank, all accumulated days will be carried to the next year and/or until the Bank is depleted.

(o) Any unused sick days, over 335 accumulated, may be contributed to the Sick Bank by an employee, not to exceed 15 days per year, and such contribution shall be taken at the end of the school year.

(p) Employees covered under Workers' Compensation shall not be eligible for Sick Bank benefits.

## **ARTICLE XV**

### **EMPLOYEE TRAINING**

#### **Section 1 Training**

Job training and education courses may be approved for tuition reimbursement (at a rate not to exceed the applicable undergraduate or graduate course tuition rate in effect at the State University of New York College at Buffalo) if they are in the related fields of the employee's work. In order to be eligible for such tuition reimbursement, the employee must have approval from the Superintendent prior to enrollment in the course or training and the employee must also submit satisfactory proof of successful completion of the course. Reimbursement shall be limited to tuition cost only, and shall not include other assessments. The forms to use to request prior approval and tuition reimbursement shall be available in the Superintendent's office.

The tuition reimbursement cap (provided for in the first sentence above in this Section 1) shall apply effective July 1, 2008. An employee, who, prior to July 1, 2008, was enrolled (with the prior approval of the Superintendent) in a matriculated program at an accredited institute of higher learning, will receive full tuition reimbursement for courses within that matriculated program.

#### **Section 2 Professional Standards Program**

Employees within the Unit covered by this Agreement may participate in a Professional Standards Program of the National Association of Office

Professionals with the prior approval of the Superintendent. Eligibility for participation in the Program is subject to conditions established by the National Association of Office Professionals. The Association, for itself, and the employees with this Unit agree to hold the District harmless from any and all liability and responsibility which may result or arise from denial of participation or inequitable treatment during participation.

There shall be no release time, paid or unpaid, for participation in the Professional Standards Program. The District will not be responsible for any payment for materials, books, or other items in connection with the Program.

Only regular, full-time twelve-month employees shall be eligible to participate and receive payments. All admission fees to the Professional Standards Program shall be borne by the employee.

Payment for successful completion of the approved certificated levels described below shall require the employee to provide the Superintendent satisfactory written and authorized written verification of completion of the respective certificated level. Salary adjustments shall be effective upon receipt of verification and approval by the Superintendent of successful completion as set forth below:

<b>CERTIFICATE</b>	<b>Effective July 1, 2007</b>
<b>Basic</b>	<b>245.00</b>
<b>Associate Professional</b>	<b>385.00</b>
<b>Advance I</b>	<b>500.00</b>
<b>Advanced II</b>	<b>580.00</b>
<b>Advanced III</b>	<b>650.00</b>
<b>CEOE</b>	<b>800.00</b>

The salary figures written above are incremental and not cumulative. For example, a unit member having attained "associated professional" status would receive a total of \$385.00. The unit member would not receive \$385.00 plus \$245.00

### **Section 3 Aides and Maintenance Employee Training Program**

A training program shall be available to Aides and Maintenance employees similar in nature and structure and at the rates set forth below. Specific criteria for an Employee Training Program shall be developed by a joint Labor Management Committee composed of equal numbers of Unit members and management personnel.



<b>CERTIFICATE</b>	<b>Effective July 1, 2007</b>
<b>Basic</b>	<b>230.00</b>
<b>Associate Professional</b>	<b>370.00</b>
<b>Advance I</b>	<b>485.00</b>
<b>Advanced II</b>	<b>565.00</b>
<b>Advanced III</b>	<b>635.00</b>
<b>Bachelor's Degree</b>	<b>785.00</b>

*The salary figures written above are incremental and not cumulative.*

#### **Section 4 College Degree**

Employees who have attained an Associate's (2 Year) Degree from an accredited college/university will receive a salary adjustment of \$220 or a Baccalaureate (4 Year) Degree from an accredited college/university will receive a salary adjustment of \$550.

### **ARTICLE XVI** **SENIORITY**

#### **Section 1**

Seniority may be one of, but not the sole factor taken into consideration for promotion, reduction in forces, lay-off, and recall. Other considerations, which shall be deemed primary considerations, are qualifications and physical ability.

#### **Section 2**

Continuous service shall be defined as the last period during which an employee has continually had seniority. Subject to the Civil Service Law, an employee shall lose his seniority upon the following:

- (a) Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law or retirement);
- (b) Discharge;
- (c) Refusal of a recall to employment;
- (d) Layoff for a period exceeding six (6) months.

#### **Section 3**

The relative seniority of two (2) or more employees appointed on the same day shall be determined by the order of the names listed in the Board resolution.

## **Section 4**

All openings within the Bargaining Unit shall be posted for a reasonable period of time, but not less than five (5) days. The CSEA President shall receive a copy of all postings at the time of the posting.

The posting will indicate the following:

- 4.1** Job Title
- 4.2** Location of Work
- 4.3** Rate of Pay
- 4.4** Location Where Application May be Made
- 4.5** Description of Duties

Such other information as the Superintendent shall deem necessary may also be included.

## **Section 5**

Whenever promotion and job opening situations arise and two or more employees are deemed equal in qualifications and physical ability as determined solely by the Superintendent, then and only then shall action be based solely on seniority.

## **Section 6**

Seniority is the length of an employee's continuous service with the District. Workers' Compensation and maternity leaves up to six months shall be considered continuous service for the purpose of seniority. Leaves of absence without pay are not considered continuous service.

## **Section 7**

An employee shall retain the right of recall for two calendar years from the date of lay-off.

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS**

## **Section 1**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified

only through the voluntary mutual consent of the parties in a written and signed statement to this Agreement.

## **Section 2**

Following execution of this Agreement and all amendments, copies shall be prepared at the expense of CSEA and distributed to each employee covered by this Agreement.

## **Section 3**

No member shall suffer any disadvantage by reason of his membership in the Union or participation in its lawful activities.

## **Section 4**

The Union and the Superintendent shall attempt to develop a mutually satisfactory in-service program. The Association may submit suggestions to the Superintendent for in-service needs.

## **Section 5**

The District shall attempt to supply a statement of duties and/or job description for each position.

## **Section 6   Conferences**

The School agrees to send two (2) clerical, two (2) custodial and two (2) teacher aide employees to job related conferences each school year if there are suitable conferences available. The Superintendent shall select the employees who will attend said conference. (This Section shall apply only with the approval of the Board of Education.)

## **Section 7   Increment**

Employees hired on or before December 31 of any given year shall receive the step increment to which entitled on the following July 1. Employees hired on or after January 1, shall receive the step increment to which entitled one year from the ensuing July 1. It is understood that in accordance with the above, July 1 is deemed to be the anniversary date.

## **Section 8**

The Civil Service Law will be followed for reduction in force as to competitive class positions.

## **Section 9 Out-of-Title Work**

No employee shall be assigned out-of-title work for more than five consecutive workdays without additional compensation as follows:

- (a) After the fifth consecutive day the employee shall be paid .35 per hour more than the employee's regular rate of pay.

## **Section 10 Flexible Spending Account**

The District shall provide Unit members an opportunity to participate in a Pre-Tax Contribution Program (Section 125-IRS). Contributions may be made by the employee in accordance with Section 125-IRS and management guidelines for participation in the Program.

## **Section 11 Mileage**

Employees using their own vehicles for authorized District business shall be compensated at the IRS mileage allowance rate.

## **Section 12**

The Superintendent of Schools shall meet with the CSEA Executive Committee when the annual hours worked exceed 1875 hours per year or 2080 hours per year to determine where the holiday period will be provided.

## **ARTICLE XVIII** **SUBSCRIPTION**

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

Section 204(a), Public Employees' Fair Employment Law

This Agreement shall become effective as of July 1, 2007, and shall continue in effect through June 30, 2011.

In witness whereof the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

Wilson School Unit  
Local 872  
Civil Service Employees Association, Inc.,  
Local 1000 AFSCME, AFL-CIO

by: \_\_\_\_\_  
**Unit President**

by: \_\_\_\_\_  
**Labor Relations Specialist**

WILSON CENTRAL SCHOOL DISTRICT

by: \_\_\_\_\_  
**Superintendent of Schools**